

REQUEST FOR PROPOSAL

BRIM RFP #RIM041822

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SECTION 1: GENERAL INFORMATION

Introduction:

The West Virginia Board of Risk and Insurance Management (BRIM) is issuing this solicitation as a request for proposal ("RFP") for Claims Audit Services in accordance with the provisions of Section 5, Article 12, Chapter 29 of the W. Va. Code and Title 115 of the WV Code of State Rules, Series 9.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by BRIM. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet the RFP requirements.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on conformance and clarity of content.

RFP Schedule of Events:

RFP Released to Public.....	April 18, 2022
Vendor's Written Questions Submission Deadline.....	May 2, 2022
Addendum Issued.....	May 16, 2022
Bid Due Date.....	June 1, 2022
Oral Presentations.....	June 6 through June 18, 2022
Contract Award Target Date.....	July 1, 2022

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID CONFERENCE: The item identified below shall apply to this Solicitation.

☒ A **pre-bid conference** will **not** be held.

☐ A **MANDATORY PRE-BID conference** will be held virtually at the following place and time:

During this time of heightened concern over COVID-19, BRIM is taking precautions to ensure the safety and well-being of all BRIM staff and vendors. Therefore, a pre-bid conference will not be held. BRIM will publish all available written materials relating to this RFP and the question-and-answer period designated above under "RFP Schedule of Events" and addressed in more detail in paragraph 4 below will take the place of a pre-bid conference.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to BRIM. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted e-mails should have the solicitation number in the subject line.

Question Submission Deadline: May 2, 2022

Submit Questions to:

WV Board of Risk and Insurance Management

1124 Smith Street, Suite 4300

Charleston, WV 25301

Email: briminquiries@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by BRIM is binding.

6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to BRIM at the address listed below on or before the date and time of the bid opening. Any bid received by BRIM staff is considered to be in the possession of the BRIM and will not be returned for any reason. BRIM will not accept bids, modification of bids, or addendum acknowledgment forms via email. Acceptable delivery

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methods include hand delivery or delivery by courier.

The bid delivery address is:

WV Board of Risk and Insurance Management
1124 Smith Street, Suite 4300
Charleston, WV 25301

A bid should contain the information listed below on the face of the envelope or the bid may be rejected by BRIM.

SOLICITATION NO: BRIM RFP#RIM041822

BID DUE DATE: June 1, 2022

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus four (4) convenience copies of each to BRIM at the address shown above. Additionally, the Vendor should clearly identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal.

7. BID DUE DATE: Bids submitted in response to this Solicitation are due at the location identified below on the date and time listed below. Delivery of a bid after the bid due date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when the bid is time stamped by BRIM.

Bid Due Date and Time:

Bid must be Submitted by 3:00 pm (eastern daylight time) on June 1, 2022, at this location:

WV Board of Risk and Insurance Management
1124 Smith Street, Suite 4300
Charleston, WV 25301

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the BRIM. Vendors should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement form should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. The vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §115-9-5.1.8., communication with the State of West Virginia or any of its employees regarding this Solicitation outside of the process set forth herein during the solicitation, bid, evaluation, or award periods is strictly prohibited.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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13. WAIVER OF MINOR IRREGULARITIES: BRIM reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 115-9-5.1.4.

14. NON-RESPONSIBLE: BRIM reserves the right to reject the bid of any vendor as non-responsible in accordance with W. Va. Code of State Rules § 115-9-7.9., when BRIM determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 115-9-5.1.2.

16. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as provided by West Virginia Code of State Rules § 115-9-7.14. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 *et seq.*

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to BRIM constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. BRIM will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 *et seq.* All submissions are subject to public disclosure without notice.

17. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

18. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, BRIM reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. Code of State Rules § 115-9-5.1.4. This authority does not apply to instances where state law mandates receipt with the bid.

SECTION 3: GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the BRIM Executive Director, or his/her designee, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Approach" or "methodology" means a detailed statement that accurately and fully explains a process, practice, or rule that will be used by the vendor to accomplish the goals or deliverables set forth in the RFP. A statement that a goal can be accomplished without providing the approach or methodology to do so will be insufficient.

2.3. "Award Document" means the document signed by BRIM that identifies the Vendor as the contract holder.

2.4. "Bid" or "Proposal" means the vendor's submitted response to this solicitation.

2.5. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.6. "Director" or "Executive Director" means the Executive Director of BRIM.

2.7. "RMIS" means the integrated Risk Management Information System designed for use by BRIM. This system supports automation and management of insurance claims and litigation as well as modules for underwriting, loss control, and certain finance functions. The target date for the system to be fully implemented as the system of record for these functions is July 1, 2022.

2.8. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by BRIM.

2.9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.10. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined as set forth below:

Term of Contract

Initial Contract Term: This Contract is anticipated to become effective on July 1, 2022, for a one (1) year term.

Renewal Term: This Contract may be renewed upon the mutual written consent of BRIM and the Vendor. Any request for renewal should be delivered to BRIM thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with

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the terms and conditions of the original contract. Unless otherwise specified herein, renewal of this Contract is limited to four (4) successive one-year renewal periods. Automatic renewal of this Contract is prohibited. Renewals must be approved in writing by the Vendor, BRIM, and any other state entity that may be required.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by BRIM. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide the Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that Insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1 million per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1 million per occurrence

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of \$1 million per occurrence.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of _____ per occurrence.

☒ **Cyber Liability Insurance** in at least an amount of: \$1 million per occurrence.

☐ **Builder's Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____per occurrence.

☐ **Unmanned Aircraft Aviation Liability** in an amount of: \$1 million per occurrence.

☐ **Employer Liability** in an amount of: \$1 million per occurrence.

Notwithstanding anything contained in this section to the contrary, BRIM reserves the right to waive or modify the insurance requirements if the Director finds that doing so is in the State's best interest.

6. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with all laws relating to workers compensation and shall maintain workers' compensation insurance as required by statute.

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7. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

8. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

9. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.

10. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

11. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

12. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the bid that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of the vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

14. CANCELLATION: BRIM reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. BRIM may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 115-9-6.5. and in accordance with the WV 96 form attached.

15. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

16. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

17. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

18. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or other documents pertaining to this Contract are hereby deleted, void, and of no effect.

19. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of BRIM and the Vendor. Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by BRIM prior to the implementation of the change or commencement of work affected by the change.

20. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

21. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to BRIM such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

22. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of BRIM and any other government agency or office that may be required to approve such assignments.

23. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

24. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

25. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

26. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the

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public following the bid/proposal opening or award of the contract, as provided in West Virginia Code of State Rules § 115-9-7.14. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 *et seq.*

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to BRIM constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. BRIM will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 *et seq.* All submissions are subject to public disclosure without notice.

27. LICENSING: In accordance with West Virginia Code of State Rules § 115-9-7.11., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable BRIM to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

28. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

29. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she

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is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

30. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

31. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

32. PURCHASING AFFIDAVIT and WV 96 Form: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state. In addition, Vendor must sign the WV 96 Form attached, the terms of which are non-negotiable.

33. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

34. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

35. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

36. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract

(Printed Name, Title)

(Address)

(Phone Number, FAX Number)

(Email Address)

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CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Printed Name, Title of Authorized Signature)

(Phone Number, FAX Number)

(Date)

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ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgement: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

(Company)

(Authorized Signature)

(Date)

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

BRIM operates one office that is located at Suite 4300, 1124 Smith Street, Charleston, West Virginia 25301. Fully staffed, BRIM has 27 staff members organized into the following departments: Executive (2 employees), Claims (7 employees), Finance (5 employees), Underwriting (5 employees), Loss Control (5 employees), and the State Privacy Office (3 employees). BRIM's Claims Department is staffed with 6 licensed adjusters overseeing the adjustment of any liability or auto claim over \$25,000 and all claims in suit. In addition, BRIM's adjusters handle in-house all property and mine subsidence claims.

BRIM is responsible for the Insurance and Risk Management needs of the State of West Virginia, with the exception of Workers Compensation coverage and state employee health insurance. BRIM secures property and casualty insurance coverage for West Virginia state agencies. All state agencies are required to obtain liability and property coverage through BRIM. In addition to the state insurance program, BRIM is authorized to provide property and liability insurance to political subdivisions, charitable or public service organizations and emergency services agencies, if they request BRIM to do so, under the Senate Bill 3 program (BRIM's Public Entities Program, commonly referred to as "SB 3"). The SB 3 program functions as an alternative to the commercial market for political subdivisions, charitable or public service organizations, and emergency services agencies. BRIM provides coverage to approximately 170 state agencies through the state program and 980 SB 3 entities through the public entities program. Like state entities, the Boards of Education are required to purchase their liability coverage from BRIM; this coverage is also provided through the SB 3 program. The Boards of Education may, but are not required to, purchase property insurance through BRIM.

BRIM currently provides liability (commercial general liability, personal injury liability, professional liability, stop gap liability, and wrongful act liability) and auto coverages, as well as Boiler and Machinery, Aviation Fleet, Statutory Bond, and Cyber Liability Coverage. BRIM is required by statute to also provide excess liability coverage in the amount of \$5 million for Boards of Education. BRIM also provides flood coverage for state agencies consistent with FEMA requirements.

In the calendar year 2021, BRIM received 7077 new loss notices for liability and auto claims, including both state and Senate Bill 3 insured. Of this amount, 3407 were established as new cases and 3670 remained "notice only" claims. In addition, BRIM received 379 new property claims.

The vast majority of liability and auto claims are submitted to BRIM electronically, although some arrive via fax or US Mail. Upon receipt, claims are transmitted by BRIM to AIG, the state's insurer, for appropriate handling. AIG maintains an office in Charleston, West Virginia which is dedicated solely to handling claims arising from the state's policies of insurance.

Upon receipt at AIG, an adjuster is assigned to handle the claim. BRIM has Special Claim Handling Instructions in place at AIG that govern how claims should be handled. On any claim not in suit, AIG has \$20,000 settlement authority per file if a bodily injury is involved, and \$20,000 per vehicle if only vehicles are involved. If a case is in suit, AIG

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has zero dollars settlement authority for indemnity payments. Such authority must be requested from and approved by BRIM. AIG does have authority to pay allocated loss adjustment expenses on both suit and non-suit claims without first seeking BRIM's approval.

The insurance policy gives AIG the sole right and responsibility to assign counsel to defend claims made against our insured. AIG maintains the panel of attorneys from which assignments are made. BRIM has historically been consulted before changes are made to the panel, but AIG makes the final decisions.

AIG routinely seeks authority electronically for authority needed in a format approved by BRIM. Both the AIG and BRIM files document the request for and granting of settlement authority where such is required.

BRIM is copied on all correspondence from assigned defense counsel and AIG provides BRIM with pre-trial reports at least 30 days prior to a scheduled trial. BRIM internal adjusters are assigned to monitor most all non-fast track claims handled by AIG with varying levels of authority to approve AIG authority requests.

4.2. Project Goals and Mandatory Requirements: BRIM invites proposals from qualified applicants to provide claims audit services.

The successful vendor will provide qualified personnel to review a representative sampling of liability and auto claims and evaluate the administration of those claims by AIG and the oversight of the process by BRIM's adjusters.

The vendor's proposal should clearly describe in detail its approach and methodology to providing the services sought in this solicitation and how its proposed solution will solve any problems described to meet the goals/objectives identified below. The vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1. Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1. This solicitation seeks claims audit services relating initially to liability and auto claims only. BRIM may wish to include property and mine subsidence claims in future contract years. Through this solicitation, BRIM is seeking claims audit services to verify that AIG administers claims competently, adheres to all procedures established by BRIM, complies with any applicable laws, rules, and industry best practices, and to benchmark annual performance. In addition, the audit services sought include a review of BRIM's management and oversight of AIG's adjusters, including compliance with internal policies and procedures established by BRIM.

4.2.1.2. This solicitation seeks services that include examining a sample of open and closed insurance claims to review the effectiveness of procedures in place and compliance with those procedures, in addition to identification of needed changes to meet standards suggested by industry best practices. The services needed include evaluation of the overall claims administration and management, including staffing and caseloads, technical claims handling,

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management of allocated adjustment expenses, management of settlement decisions, and reserving. The review is to be completed for a 12-month period from July 1, 2022, through June 30, 2023.

4.2.1.3. The services sought include establishment of a thorough understanding of claim procedures both at BRIM and at AIG, including BRIM's claim handling procedures and philosophy.

4.2.1.4. The audit services sought include a review of claims administration, including:

- Loss Reserves
- Payment Reconciliation
- Allocated Expenses
- File Documentation
- Applicable Regulatory Compliance
- Subrogation/Salvage
- Accuracy and Timeliness of Claim Setup
- Coverage Verification
- Prompt Contacts
- Claim Investigation and Fraud Identification
- Liability and Damage Assessment
- Periodic Monitoring
- Cost Containment
- Payment Promptness
- Excess Reporting
- Case Finalization and Settlements

4.2.1.5. The vendor must submit a proposal that illustrates that it has the resources to provide the services sought, and that describes how it will provide the services to meet the goals/objectives described in part 4.2.1. of this solicitation, as well as the type of report(s) that it will provide, and the information provided in the report(s).

4.2.1.6. The vendor must designate a contact person for administrative purposes throughout the term of the contract.

4.2.2. Mandatory Project Requirements – The following mandatory requirements must clearly and concisely illustrate how the vendor will meet the goals and objectives described above, which are the services expected from this RFP. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1. The vendor and its staff assigned to perform services under the contract must have at least 5 years' experience in auditing the liability claims functions of self-insured entities.

4.2.2.2. The vendor must provide a minimum of 3 references from prior clients.

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4.2.2.3. The vendor must clearly and concisely describe how the vendor will meet each of the goals and objectives set forth in 4.2.1. above. If the vendor is unable to provide services designed to meet each of the goals and objectives, the vendor must identify those and provide any alternatives approaches that the vendor may suggest that BRIM consider to achieve the overall goals and objectives.

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in performing liability and claims audits of state insurance programs and self-insured entities. Information and documentation should include, but is not limited to, copies of any staff certifications or training applicable to this project, proposed staffing plans, descriptions of past similar projects completed (descriptions should include the location of the project, project manager name and contact information, and how the goals of the project were met), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. The vendor should provide information relevant to this RFP about vendor and vendor's firm or organization, including:

- The organization's structure, ownership, control, history, and staffing numbers;
- The organization's experience and capabilities in providing services sought in this proposal;
- All qualifications, education, degrees, certifications, resumes, curriculum vitae, licenses, length of time in profession, and any other information or background regarding the vendor and staff that would be assigned to this RFP that the vendor believes would set itself apart from other vendors, and include copies of any staff certifications, degrees, licenses, and the like.

If any vendor currently or in the past has provided services to BRIM, it will not suffice to merely reference that relationship without providing further evidence to meet qualification and experience requirements.

4.3.2. Mandatory Qualification/Experience Requirements The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements. Failure to comply with mandatory qualification/experience requirements will lead to disqualification. The mandatory qualifications/experience requirements are listed below.

4.3.2.1. The vendor must show that it has the resources and qualified staff to complete the assignment by the due date.

4.3.2.2. The vendor must demonstrate at least 5 years of experience in performing liability and claims audits, which must include relevant similar work for state insurance programs or other public entity insurance pools.

4.3.2.3. A description of all past completed projects similar to this RFP, focusing on public entity projects, including contact information for the person responsible for the project. Include the type and scope of the project, what the

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project goals and objectives were, and if/how they were met. Also include the scope of the claims portfolio of the public entities and other entity(ies) for which the projects were completed.

4.3.2.4. The Vendor must demonstrate that it has the training, licenses, and experience necessary to meet all the project goals and objectives in section 4.2.1 and must provide resumes or CV's for staff that will provide services under the contract.

4.4. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. Consistent with BRIM's commitment to the safety of its staff and that of vendors during the COVID-19 pandemic, oral presentations will be conducted virtually. The Vendor will be expected to respond to questions from BRIM in order to clarify the Vendor's bid submission and to address any ambiguity.

SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2. Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3. Table of Contents: Clearly identify the material by section and page number.

5.3.4. Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

5.3.5. Proposal Submission: All proposals must be submitted to BRIM by the time and date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

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SECTION 6: EVALUATION AND AWARD

6.1. Evaluation Process: Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score, and attains the highest overall point score of all Vendors shall be awarded the contract.

6.2. Evaluation Criteria: Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)	
- Approach & Methodology to Goals/Objectives (§ 4.2.1)	15 Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2)	15 Points Possible

Qualifications and experience (§ 4.3)	
- Qualifications and Experience Generally (§ 4.3.1)	10 Points Possible
- Mandatory Qualification/Experience Requirements (§ 4.3.2)	10 Points Possible

<u>Oral Presentation (§ 4.4)</u>	<u>20 Points Possible</u>
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<u>Total Technical Score:</u>	<u>70 Points Possible</u>
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<u>Total Cost Score:</u>	<u>30 Points Possible</u>
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<u>Total Proposal Score:</u>	<u>100 Points Possible</u>
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6.3. Technical Bid Opening: The BRIM evaluation committee will open the technical bids after passage of the bid submission deadline. Only bids received prior to the deadline will be opened.

6.4. Technical Evaluation: The BRIM evaluation committee will review the technical proposals, assign points where appropriate, and make a final recommendation to BRIM management.

6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score ("MAS"): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

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6.5.2.Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Cost Bid Opening: The BRIM evaluation committee will schedule a date to open cost proposals after technical evaluation has been completed and the technical recommendation of the evaluation committee has been made. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered.

6.7. Cost Evaluation: The BRIM evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to BRIM management.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 (100\%)$
Step 2 – $1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1– $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 (90.9091\%)$
Step 2 – $0.909091 \times 30 = \text{Total Cost Score of } 27.27273$

6.8. Availability of Information: Entire proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code of State Rules §115-9-7.14. All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Signature)

(Printed Name, Title)

(Contact Phone Number, Fax Number)

(Date)

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Attachment A: Cost Sheet

THE PRICE QUOTED ABOVE SHOULD INCLUDE ALL EXPENSES, INCLUDING BUT NOT LIMITED TO, TRAVEL, LODGING, OVERHEAD, STAFF, ETC. NO SEPARATE BILLING WILL BE ALLOWED

Outline all costs to be incurred by the state:

Total costs for year 1 of the contract period:

Total cost for year 2 of the contract period:

Total cost for year 3 of the contract period:

Total cost for year 4 of the contract period:

All travel, overhead, and other general business costs must be included in the total annual costs set forth for each year.

Fees may not be increased during the term of the contract unless agreed to in writing by the parties.